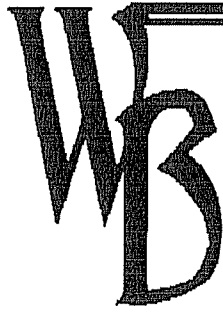


Woodhaven - Brownstown School District



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2007-2012 Master Agreement

between the
Woodhaven-Brownstown School District
and the
Woodhaven-Brownstown
Instructional Paraprofessional Association

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ARTICLE 1 ***Recognition***

The Board hereby recognizes the Association as authorized by the provisions of Act 336, P.A. of 1947, as amended, (including Act 379 or 1965) as the sole exclusive bargaining representative for all Woodhaven-Brownstown Instructional Paraprofessionals. The definition of an "instructional paraprofessional" is a person who works directly with students (under the direction or supervision of a teacher or administrator) to assist and support the educational program of the Woodhaven-Brownstown School District. The following are excluded: administrators, clerical staff personnel, maintenance/custodial personnel, transportation personnel, cafeteria personnel, playground and lunchroom personnel, teachers, substitute employees.

The term "paraprofessional" when used in this Agreement shall refer to all employees who have been hired by the Board or its representatives as instructional paraprofessionals.

Nothing contained herein shall be construed to deny or restrict to any paraprofessional rights he/she may have by reason of state or federal law, constitution, or rulings or agencies thereof. Any reference to female paraprofessionals shall also include male paraprofessionals.

The Board agrees not to negotiate with or recognize any paraprofessional organization other than the Woodhaven-Brownstown Instructional Paraprofessional Association for the duration of this Agreement.

This entire Agreement or specific provisions of the Agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4.

ARTICLE 2 ***Management Rights***

The Board retains the right in accordance with applicable laws and regulations to:

1. Direct employees of the school.
2. Hire, promote, transfer, assign, and retain employees in position and to suspend, demote, discharge, or take other disciplinary action against employees.
3. Relieve employees from duties because of unsatisfactory performance.
4. Maintain the efficiency of the school operations entrusted to the Woodhaven-Brownstown School District.
5. Determine the methods, means, and personnel by which such operations are to be conducted.
6. Take whatever action may be necessary to carry out the functions of the Woodhaven-Brownstown School District in maintaining a personalized educational program.

The exercises of those powers, rights, authority, duties, and responsibility the Board and the adoption of such rules, regulations, and policies as it may

deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3 ***Association Rights***

Section A—Building Use

The Association and its representatives shall have the right to use school buildings at all reasonable hours provided a building permit has been issued.

Section B—Property Use

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with their job or interrupt normal school operations.

Section C—Facilities and Equipment Use

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all other types of audio/visual equipment at reasonable times when such equipment is not otherwise in use or interrupting normal school operations. The Association shall pay for the cost of all materials and supplies incident to such use. The Association agrees to be responsible for the financial loss due to careless or negligent use of school premises and school equipment while carrying out Association business. No equipment shall be removed from the school premises without the consent of the Administration.

Section D—Bulletin Boards

The Association shall have the right to post notices of activities and materials of Association concern on bulletin boards in each school building. The Board will designate space on the bulletin board. The Association representatives shall have the responsibility for posting materials on the bulletin board. No material concerned with partisan politics or nonpartisan politics shall be posted. The Association may have the use of any available free district mail service and mailboxes for communication to teachers and paraprofessionals and shall provide U.S. postage if required.

Section E—School Board Minutes

The Board agrees to furnish to the Association president a copy of the minutes and agenda of all regularly scheduled Board meetings.

Section F—Member Non-Discrimination

Membership in the Association shall be open to all paraprofessionals regardless of race, creed, sex, marital status, or national origin in accordance with Articles 1 and 4 of this Agreement.

Section G—Personnel Released Time

A paraprofessional engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, including arbitration, shall be released from regular duties without loss of salary. Every effort shall be made to conduct grievance procedures and/or negotiation meetings outside of normal school hours.

Section H—Association Representative Lists

The Association shall furnish the employer with written notice of the names of its Association representatives by September 30th of each year, and any changes that may occur during the remainder of the school year shall be reported within ten (10) working days of the occurrence.

Section I—Association Released Time

The Woodhaven-Brownstown Instructional Paraprofessional Association will be allocated six (6) days to be used by the president and/or designee(s) to attend Association conventions and conferences. Notification must be made in advance and on forms generally provided by the school district, if available.

The Board, upon request of the Association president, shall arrange with the president's and/or designee's supervisor for release time to attend meetings requested by the Board.

Section J—Other Non-Discrimination

The Board agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint, or coercion by the Board or any representative against any employee because of Association membership or because of an employee's acting in an official capacity on behalf of the Association and/or the MEA/NEA.

Section K—Private Life

The private life of a paraprofessional is his/her own affair unless the employee's conduct should adversely affect his/her relationship with students or the discharge of the employee's responsibilities.

Section L—Paraprofessional Responsibilities

No instructional paraprofessional shall be responsible for materials or facilities when not on duty, provided building security procedures have been followed.

Section M—Attendance at Conferences

When the Board requests that paraprofessionals attend selected professional programs, conferences, visitations, and/or to view other media or special education programs, funds shall be made available to cover the expense of meals, lodging, travel, and fees. Such expenses are subject to prior approval of the employee's administrator.

Section N—Labor-Management Relations Conferences

Special conferences for important matters will be arranged between the local Union and the director of personnel upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Board and two (2) representatives of the Union. Arrangements for such special conferences shall be held within ten (10) working days after the request is made. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences.

The foregoing shall not restrict the Employer's right to meet and confer with the employees to discuss means to improve the working environment and other matters of concern which are non-contract related and/or non-disciplinary in nature.

ARTICLE 4 ***Payroll Deductions***

Section A—Mandatory Deductions

Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections To Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deductions for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit members' wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be from the second regular paycheck each month of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Union has established "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification of the non-members of the fee for that given school year.

Section B—Monthly Deductions

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA constitution, bylaws and administrative procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the second regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

Section C—Payroll Deductions

Upon appropriate written authorization from the paraprofessionals, the Board shall deduct from the earnings of the paraprofessional and make appropriate remittance for annuities, one of three (3) designated credit unions, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

Section D—Pay Periods

Wages shall be paid every two (2) weeks following the commencement of the paraprofessional's first day of work and consistent with the district's regular pay period schedule. Each regularly scheduled full-time paraprofessional shall have the option of twenty-six (26) equal payments of his/her annual salary.

All paraprofessionals will have their salary posted by direct deposit and will not receive paper vouchers starting with the 2011-12 school year. All electronic vouchers shall include all information provided on the paper vouchers. In the event something cannot be included on the electronic voucher, written notice shall be provided to all employees by post or district email. The email shall constitute "written notice".

Within the first two (2) weeks of school (or within the first two weeks of hire, if hired after the first two weeks of school) all paraprofessionals shall receive instruction and/or written information on how to access electronic vouchers.

Section E—Save Harmless

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this paragraph of Article 4 of the collective Agreement. The Association further agrees to indemnify the Board for any

damages which may be assessed against the Board as a result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense that may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
5. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
6. The Employer gives reasonable cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

ARTICLE 5 ***Staff Reduction***

Section A—Reduction

In the event that a staff reduction becomes necessary due to a lack of finances or a decrease in student enrollment, the following procedure will be utilized:

Recognizing the unpredictability of the availability of state and federal funds, the Board agrees to discuss with the Association the possibility of a reduction of staff at the earliest possible date. At this time, the Association will be provided with available facts, rationale, and reasons for need to layoff staff or eliminate positions. Paraprofessionals whose positions are in jeopardy shall be notified of their layoff or elimination of their position in writing eighteen (18) calendar days prior to layoff or elimination of the position.

Prior to any reduction in work hours or staff reduction, the Board shall notify and meet with the Union. Further, the parties agree such a meeting may include discussion and review of alternatives.

If a staff reduction becomes necessary, layoff shall be according to seniority. Employees with the least seniority shall be laid off first. If a senior employee's job is eliminated or reduced by more than four (4) hours per week, then that senior employee may replace any less senior employee in the bargaining unit at the time of layoff provided the employee possesses the necessary qualifications for that position. The Board will notify the Association and the affected employee(s) for job selection. The employee shall have until 4:15 p.m. of the next full work day to notify the district of the position selected.

Section B—Seniority Date

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. The accumulation of seniority shall begin from the bargaining unit member's first day of work, pending the Board of Education approval of the hiring of the paraprofessional. In the event more than one (1)

paraprofessional is hired at the same time, a number drawing will immediately be held to determine top seniority.

Seniority will be credited on a monthly basis. Ten (10) months credit will equal one (1) year. No more than ten (10) months accrual can be credited for each school year. No seniority credit shall accrue for work in summer school, during unpaid leaves of absence of thirty (30) or more calendar days, or during periods of layoff. Seniority accrued during such periods prior to September 1, 1988, will not be retroactively adjusted.

All prior, established seniority status shall remain permanent.

Section C—Seniority List

A district-wide seniority list shall be established and presented to the Association. This list shall be updated at the beginning of each school year or prior to a reduction in force. The names of paraprofessionals on leave shall remain on the seniority list.

Section D—Recall

Laid off paraprofessionals will be recalled to their position or to vacancies in reverse order of layoff. All accumulated wage step increments, sick days, and job rights will resume upon recall. Any paraprofessional called back to a classification other than the one he/she left will serve a forty (40) work day probationary period during which time he/she will be evaluated to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job satisfactorily, provided supervisory in-service training has occurred.

If (1) or (2) is invoked in this section, then the paraprofessional will revert to layoff status until such time a position becomes available for which he/she qualifies.

Section E—Benefits for Laid Off Paraprofessionals

A paraprofessional that has been released because of staff reduction shall, if he/she desires, have priority on the substitute list provided job qualifications and skills can be met, and shall be paid at the current substitute rate of pay. In the event a laid off paraprofessional is called in to specifically substitute in his/her classification for five (5) or more consecutive work days, he/she will be paid at a rate equal to the present rate of pay at his/her step at the time of said layoff.

Any paraprofessional who qualifies for retirement during the reduction year may be permitted to work that year so as to acquire needed service, if possible.

Leaves of absence may be granted by the Board upon written request and approval when reduction of staff is necessary, in compliance with Article 13—Leave of Absence.

During said reduction, such reduced paraprofessionals shall receive no insurance benefits at the Board's expense. Laid off paraprofessionals may elect to continue COBRA insurance benefits, if available, at their own expense. This section is contingent upon approval of insurance carriers and Board requirements for payment of premiums.

Section F—Loss of Seniority

Anyone leaving the bargaining unit shall lose all bargaining unit seniority rights.

ARTICLE 6 ***Hours, Terms and Working Conditions***

Section A—Work Year

The work year shall be the Board adopted annual calendar for paraprofessionals. The work year is subject to change to meet the needs of the individual programs or emergency situations. Paraprofessionals will work two (2) days prior to and one (1) day after the Board adopted annual calendar. A paraprofessional may utilize flexible scheduling during the week preceding and following the Board adopted calendar, subject to the approval of the supervisor.

When a paraprofessional elects to utilize vacation time, the time shall be compensated and reported in such a manner as to provide the ability to accrue retirement credit for such time, consistent with state laws and regulations.

Should additional work become available and requested by the building administrator and approved by Central Office, the person in the position or currently performing that function, will have the first opportunity for additional hours. If that person refuses the additional work, it will be awarded to the next most senior bargaining unit member in that building. Should no bargaining unit member in the building take the additional hours, the hours will be offered by seniority within the rest of the bargaining unit.

Section B—Work Day

The work day for employees covered by this Agreement shall be established by the administrator of personnel.

Employees who are assigned work in addition to their normal assignment shall be compensated at the rate of \$1.50 per hour in addition to their regular hourly rate for the duration of the additional assignment. An additional assignment becomes a change in work day when the employee is paid for that assignment for thirty (30) or more consecutive work days. Exceptions that involve an increase or decrease of more than four (4) hours per week or a change in benefit status shall be posted as a vacancy in accordance with Article 7 of this Agreement.

Section C—Lunch Period

Paraprofessionals who work three (3) or more hours shall be provided with a non-paid, duty-free lunch period of not less than thirty (30) minutes. Specific lunch periods must be approved by the immediate supervisor and/or building principal. In the event it is necessary to interrupt a lunch period with work, the affected employee(s) will be paid for the lunch period.

Section D—Rest Periods

Paraprofessionals who work three (3) or more consecutive hours will be provided with one fifteen (15) minute rest period for every three (3) hour period

worked, and not to exceed two (2) rest periods per day. Rest period(s) must be approved by the immediate supervisor and/or building principal.

Section E—Staff Meetings

Each paraprofessional if required by their building administrator to attend staff meetings or in-service meetings as part of their regular assignment shall be compensated.

Section F—Assignment Schedule

All instructional paraprofessionals shall be notified of their assignment in writing no later than the last day of the school year.

Section G—T.B. Test

T.B. tests will be given according to present Board policy.

Section H—Assault

Any case of assault upon a paraprofessional during working hours shall be promptly reported to the Board or its representative. The Board will provide initial legal consultation at no charge to advise the paraprofessional of his/her rights and obligations to such assault in connection with the handling of the incident by law enforcement and judicial authorities. This initial consultation shall be interpreted to mean no more than one (1) meeting and shall not include courtroom representation.

Section I—Supervisor

Paraprofessionals shall be notified in writing of his/her immediate supervisor at the beginning of each school year.

Section J—School Closing

Scheduled days of student instruction which are not held because of conditions not within control of school authorities, such as inclement weather or health conditions as defined by city, county, or state health authorities, shall be rescheduled in accordance with state regulations with the first two (2) such days in a school year not being rescheduled.

If the total school district is closed due to an "Act of God", scheduled paraprofessionals will receive full pay for regularly scheduled hours.

Regularly scheduled hours missed as a result of school being closed shall be rescheduled by the paraprofessional with their immediate supervisor prior to the end of their normally scheduled calendar.

Section K—Individual Building Closing

In the case where a single building must be closed due to mechanical failure, fire, vandalism and other calamities, management has the right to temporarily reassign paraprofessionals who are scheduled to work. In *any* case, employees who are sent home will receive full pay. Paraprofessionals will not be required to work under *hazardous* conditions. If a paraprofessional is required to work in a building where the calamity occurred prior to the building

opening for normal school operations, the paraprofessional will be paid double time.

Section L—Mileage

Any paraprofessional who has a job assignment outside of this school district will receive mileage as provided for in Article 17, Section F, of this Agreement.

Section M—Probationary Period

Newly hired paraprofessionals shall serve a sixty (60) work day probationary period. Any scheduled work days missed shall extend the probationary period. Probationary employees are subject to termination at the discretion of the Board and such termination is not subject to the grievance procedure.

Section N—Overtime and Extra Hours

Overtime is defined as any work hours beyond forty (40) hours per week. Overtime shall only be authorized by the immediate supervisor.

Extra hours related to an employee's current position or overtime shall be assigned first to employees within the building that requires the work. If a special skill or experience is required, the supervisor may seek the extra help from other buildings.

If no employee in the building wishes to perform the extra hours or overtime, the supervisor shall call employees on a seniority rotational basis. However, the employer shall not have to call more than three employees in an attempt to secure a rotational employee. If the employer is not successful in securing an overtime-extra hours employee, the employer shall have the right to call any other bargaining unit member. In emergency situations, the employer may hire any individual if bargaining unit members are not available.

Bargaining unit members may volunteer to substitute in any building for another position such as, but not limited to Just 4 Kids, provided such subbing does not conflict with the hours of the regular assignment. Bargaining unit volunteers shall have preference for work prior to the employment of non-bargaining unit substitutes. The assignment of bargaining unit substitutes shall be on a rotating basis, based on each building's sign-up list.

Each December and June, during a 2-week period, the paraprofessional shall notify personnel if he/she is interested in working overtime, extra hours, or substituting.

Section O—Medically Fragile and Special Needs Students

The medically fragile student shall be defined by the Michigan Department of Education.

Medically related services include such functions as catheterization, suctioning, aspirating, etc. (compensated).

The special needs student shall be defined as any student not designated as medically fragile yet in need of custodial functions and/or medically related services.

Custodial functions such as diapering, toileting, cleaning, feeding, changing menstrual pads, diabetic testing, etc., shall not be considered medically related tasks (compensated).

The district shall make every reasonable effort to distribute these duties among bargaining unit members at a particular site where medically related services become necessary. For example, if a new student requiring catheterization or other medically fragile services arrives at a building, where possible, these services will be assigned to a different employee than the one already performing these duties for another student. Once assigned to service a medically fragile student, a bargaining unit member will continue with that student for the balance of the year, even if a bargaining unit member with lesser seniority comes to that building during the course of the year.

The IEP will determine the suitability of the use of a paraprofessional with the medically fragile student.

The paraprofessional will be appropriately trained and shall meet appropriate training requirements as deemed necessary by the director of special education. The employee shall be paid during the necessary training period. On a case-by-case basis, the district will determine what training and other support should be provided to a paraprofessional who will be providing services to a medically fragile student.

The paraprofessional shall be provided access, as appropriate, to the doctor's and/or nurse's instructions as to the procedures to be used for each task of a medical nature, as necessary.

If a paraprofessional will be providing services to a medically fragile student, the paraprofessional will be advised in writing of the emergency procedures with the medically fragile student.

The district shall seek a sufficient number of paraprofessionals as it deems necessary for the performance of medically fragile/custodial care tasks through postings if it is a new position.

The following provisions will apply:

1. Primary responsibility for performing these services may fall within the job responsibilities of a particular position.
2. If a position is not created to perform these services, the district may assign the responsibilities to the least senior employee currently assigned to servicing the student.
3. If no paraprofessional(s) is so assigned, then the least senior special education paraprofessional(s) in the building shall be assigned.
4. If no special education paraprofessional exists in the building, the responsibility may be assigned to the least senior paraprofessional(s) in the building (based on district seniority).
5. Bargaining unit members performing medically fragile services full-time will be compensated an additional \$350 per semester. Custodial functions will be compensated at \$200 per semester for the first student and \$100 per semester for each additional child, with a maximum of \$350 per semester.
6. If the paraprofessional(s) assigned is/are not qualified to do the work as documented by medical or other professionals, the district may seek volunteers from the bargaining unit working the same number of hours as the originally assigned paraprofessional.

7. The individual displaced by a volunteer will take the position of the volunteer, if qualified. If no qualified paraprofessional volunteers to take the position, the district may hire from the outside or assign the position on a temporary basis until the position can be filled.
8. If the displaced employee is not qualified to take the position of the volunteer, or if the district hires outside, the displaced employee will take the position of the least senior bargaining unit member (district-wide) with the same number of hours for which he/she is qualified, and that least senior person will be laid off with no right to bump into a position of fewer hours.
9. These services may, at the determination of administration, require back-up assistance on a periodic or daily basis. Assignment of back-ups is determined in the same manner as the primary (see #2-8).
10. Primary and secondary back-ups shall be compensated per semester. Emergency back-ups will be compensated per diem.
11. The term "Special Education Compensated Paraprofessional (SECP)" shall replace the term "Follow That Kid" paraprofessional but shall still be covered by this agreement. SECP positions funded with dedicated state or federal funds will be posted with an additional stipend of \$500 per year to recognize the unique challenges of these positions. The \$500 stipend shall be paid yearly on the anniversary date of the job award and is awarded to recognize the completion of a full year in that position, with exceptions noted below:
 - a. An SECP, who is involuntarily bumped or transferred from her position, will not lose the stipend provided under Article 6, Section O, subsection 11.
 - b. An SECP, who voluntarily bids from a position eligible for the stipend to a different position eligible for the stipend, will still receive the stipend; however, the anniversary date will be changed to reflect the date the new position was awarded to the paraprofessional.
 - c. An SECP, who voluntarily bids from her position to a position that is not an SECP, will not receive this stipend. This stipend shall not be prorated for any reason. It shall be based upon the following criteria: the paraprofessional MUST BE on duty in the SECP position a minimum of 170 days from date of award to the anniversary date. On duty is defined as being at the work site as assigned; Act of God days are considered on duty days.

Upon request of the paraprofessional and approval of the IEPC chair or building principal, the paraprofessional shall have the right to attend and participate in an IEPC meeting or evaluation. In addition, relevant information regarding a special student or a change in program that involves the work responsibilities of a paraprofessional shall be shared with the paraprofessional.

Section P—Highly Qualified Paraprofessionals

All Title I/federally funded paraprofessionals must meet the requirements of the federal No Child Left Behind Act of 2001 no later than January 8, 2006. Failure to do so will result in the transfer of the paraprofessional to another job assignment according to seniority and qualifications. The affected paraprofessional will retain all rights provided by the contract regarding

bumping, vacancies, transfer, and layoff or recall provided in the agreement. The position will be posted and filled by a person who meets the federal requirements.

ARTICLE 7 ***Vacancies and Transfers***

See Memorandum of Agreement

Section A—Posting

Whenever a vacancy shall occur in an instructional paraprofessional position in the school district, the Board will post the opening internally for three (3) days. Copies of the posting shall be placed in all school buildings and a copy sent to the president of the Association. A WIPA member has three (3) days to submit a written bid for the position to the Personnel Department. The written bid must be received by the Personnel Department by the date and time posted on the notice of vacancy. The written bid must include the applicant's name, current building, daytime telephone number, district seniority date, current position, and number of hours currently working. Written bids will be accepted by email, fax, interoffice mail, U.S. mail, and in person. The position will be awarded based on qualifications and seniority.

Should no internal candidate bid on and/or be awarded the position within the three (3) day internal posting period, the Board shall publicize the same by posting the vacancy for a minimum of seven (7) calendar days. No vacancy shall be filled except on a temporary basis until the end of the posting period.

The official posting bulletin board shall be at the Administration Building. The Board will continue to provide Association representatives copies of the vacancy postings to be posted in their respective locations. Although the Administration will make every effort to maintain the integrity of the delivery of postings, the validity of the original postings shall remain in tact should any building copy arrive late or fail to arrive at all.

During the summer months, the president of the Association shall be mailed copies of any postings. Any dissemination during the summer shall be the responsibility of the Association.

All vacancies occurring after the last work day of the school year to be assumed in the fall of the next school year shall be filled at a general meeting of paraprofessionals. This meeting will be called at a time agreeable to both Administration and the bargaining unit executive board, in any case no later than the day before the first work day of the new school year. Members will have access to vacancies according to seniority.

Section B—Filling Vacancies

Any instructional paraprofessional may apply for posted vacancies. In filling such vacancy, the Board will consider the paraprofessional's length of service, record of past performance, qualifications and skills, and ability to perform in the position. Vacancies in the instructional paraprofessional bargaining unit will be filled from within if interest is shown through applications. Management may

solicit bargaining unit representatives to sit in on interviews for vacant bargaining unit positions.

Employees assigned to a vacancy shall serve a trial period of twenty (20) workdays. During such trial period, his/her desire to remain on the job and ability to perform satisfactorily shall be the determining factors for job permanency.

In the event the paraprofessional elects to return to his/her prior position, he/she shall not be eligible to apply for another posted vacancy for a period of twelve (12) months from the date of return to his/her prior position. Academic testing may be utilized to determine qualifications for positions involving academic tutoring or work.

Section C—Transfer Request

If an instructional paraprofessional desires to be transferred to a posted position, he/she shall apply in writing to the Woodhaven-Brownstown School District personnel office during the posting period. Consideration will be given as outlined in Section B above.

Section D—Emergency Transfers

The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. Advance notice should be given prior to the start of the workday whenever possible.

Section E—Staffing Information

A letter shall be sent to the Association president informing him/her when the position is filled and by whom.

Section F—Reassignment Outside the District

When a reassignment outside of the district requires a current paraprofessional to travel more than fifteen (15) miles from the Board Office, that paraprofessional may have the option of taking a leave of absence as per Article 13, Section D—Other Leaves. After the leave of absence expires, the paraprofessional must accept an assignment within two (2) days of being offered another position or his/her employment is terminated.

If a current paraprofessional takes a leave of absence instead of the assignment outside of the school district, then the position shall be offered to current working paraprofessionals.

If no working paraprofessional accepts the position, then it shall be offered to a laid off paraprofessional. If a laid off paraprofessional declines the work, then he/she may lose unemployment benefits but shall retain recall rights. The position shall then be posted.

Section G—Combination Positions

Employees may bid for and hold a second job (not to be used to break up a full-time position that opens up). Employees holding two (2) jobs shall receive benefits on a pro-rata basis with the exception of health benefits. The total number of hours with the combined jobs shall not exceed forty (40) hours per week. If the employee quits one of the positions or the district eliminates a

program thereby eliminating one of the positions, the employee shall revert to benefits appropriate to the retained part-time job, including vacation benefits.

Section H—Job Sharing

A position in Just 4 Kids may be posted for sharing to allow full-time as well as part-time paraprofessionals to hold a second job. Bargaining unit members may apply for and be awarded both shared positions if the combined hours do not exceed forty (40) per week. If enough bargaining unit members do not apply for a shared position, the district may fill these positions as one without re-posting. Article 7, section G of this agreement applies for these positions.

ARTICLE 8 ***Evaluation***

Section A—Written Evaluation

The evaluation of the work of paraprofessionals is the exclusive responsibility of the assigned administrators. In order that each paraprofessional may be aware of his/her strengths and weaknesses, a written evaluation will periodically be given to each first year paraprofessional. After the first year, paraprofessionals will be evaluated once a year prior to March 31st and once every two (2) years after the third year provided the paraprofessional is in the same position. If an administrator observes a decline in the performance of a paraprofessional, he shall notify the paraprofessional of his/her deficiency in writing and indicate his intent to conduct additional formal evaluations. When a paraprofessional is transferred to a different position, he/she will be evaluated once a year for the first two (2) years.

The written evaluation will include a statement of strengths and/or weaknesses. If weaknesses are noted, the evaluation will include a statement of the improvements desired.

A conference shall take place with the paraprofessional and supervisor following each evaluation. If a paraprofessional's general evaluation is rated unsatisfactory, he/she may request a second evaluation prior to May 31st to show improvement.

Section B—Evaluation Schedule

At the beginning of each school year, each paraprofessional will be informed by their immediate supervisor as to their approximate formal evaluation date(s). First year employees will be evaluated a minimum of three (3) times during the first year of employment.

Section C—Evaluation Conferences

All evaluations will be discussed with the paraprofessional before they are submitted to the superintendent or designee, and shall bear the signatures of the principal, the paraprofessional, and any other supervisory person involved in the evaluation.

Section D—Rebuttal

Copies of the evaluation shall be submitted to the paraprofessional and the Association within fifteen (15) workdays after the formal evaluation. The paraprofessional then has the option, within ten (10) workdays, to respond in writing regarding their concerns about the evaluation. This response shall be attached to the formal evaluation.

Section E—Personnel File

Each paraprofessional shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the paraprofessional's request, accompany the paraprofessional in this review, and shall be made in the presence of the administrator of personnel or designee.

Each paraprofessional shall receive a copy of all communications, including reprimands that are entered into their personnel file. Each paraprofessional shall have an opportunity to respond in writing to all reprimands and have their response attached thereto.

Section F—Substandard Evaluations

The evaluations of a paraprofessional which results in a less than satisfactory work rating shall constitute the foundation for suspension and dismissal as defined in Article 9—Suspension and Dismissal.

ARTICLE 9

Suspension and Dismissal

Section A—Rules and Regulations

Paraprofessionals are expected to comply with rules, regulations, and directions adopted by the Board or its representatives that are not inconsistent with the provisions of this Agreement.

Section B—Representation

A paraprofessional shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of the rules or delinquency in performance. When a request for such a representative is made, no action shall be taken with respect to the paraprofessional until such a representative of the Association is present.

Section C—Suspension and/or Dismissal

Suspension and/or dismissal shall be made for the following reasons:

1. Undesirable conduct according to the job description, work schedule, and policies and procedures of the building and/or program to which they are assigned and not inconsistent with the provisions of this Agreement.
2. Non-satisfactory evaluations.

Section D—Disciplinary Action

In the event the immediate supervisor and/or building principal deem there is a reasonable and just cause for disciplinary action, and proper in-service by a qualified professional person has been carried out, they shall:

1. Discuss the cause with the paraprofessional and Woodhaven-Brownstown Instructional Paraprofessional representative in a conference. The conference shall include the immediate cause of the reprimand, the notice on how to correct the problem, and the next step the supervisor intends under this procedure if the problem is not corrected. This shall be considered an oral reprimand. The name of the supervisor, the date of the oral reprimand, and a one or two word specific description of the reason for the reprimand (e.g., "tardy", "excessive absences") will be recorded in the employee's personnel file.
2. If, as a result of the oral reprimand, the behavior does not improve, the paraprofessional shall receive a *written reprimand* with copies sent to the Woodhaven-Brownstown Instructional Paraprofessional representative and the administrator of personnel. This written reprimand will include the specific nature of the problem, how it is to be resolved, and what will happen if correction does not take place.
3. If, as a result of the written reprimand, the behavior does not improve, the paraprofessional shall be suspended without pay up to three (3) days, with written notice provided of the nature of the problem, how it can be corrected, and what will happen next if correction does not take place.
4. If, as a result of the suspension, and, upon return to work, the behavior does not improve, the paraprofessional may be *discharged* and all benefits ceased.

Nothing herein shall prevent the Board from appropriately disciplining an employee should circumstance warrant. Any disciplinary action or measure imposed upon any employee may be appealed through the regular grievance procedure.

Section E—Just Cause

No paraprofessional who has completed the probationary period shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation, including adverse evaluation of a paraprofessional's performance by the Board or representative thereof, shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the paraprofessional and the Association.

ARTICLE 10 ***Grievance Procedure***

Section A—Definition of a Grievance

A grievance is a claim that is made by a paraprofessional or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Grievances will be processed as hereinafter provided.

Failure to respond on the part of the Administration constitutes denial of the grievance on behalf of the Administration.

Failure on the part of the Association to respond within the established time limits at any level of the grievance procedure constitutes the grievance being dropped.

Section B—Procedure

Level 1 In the event that a paraprofessional believes there is a basis for a grievance, he/she shall, within ten (10) school days from the occurrence or knowledge of the occurrence, discuss the alleged grievance with his/her immediate supervisor and/or principal either personally or accompanied by his/her Association representative.

Level 2 If, as a result of the informal discussion with the immediate supervisor and/or principal, a grievance still exists, the grievant may submit the grievance in writing within ten (10) school days, using the proper forms, to the building principal, signed by the grievant and/or a representative of the Association.

Within ten (10) school days of receipt of the grievance, the immediate supervisor and/or principal shall meet with the paraprofessional and/or the Association representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and furnish a copy thereof to the Association.

Level 3 If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the administrator of personnel.

Within ten (10) school days of receipt of the grievance, the administrator of personnel or designee shall meet with the Association on the grievance and shall indicate his/her disposition in writing within ten (10) school days of such meeting, and furnish a copy thereof to the Association.

Level 4 If the Association is not satisfied with the disposition of the grievance by the administrator of personnel or his/her designee or if no disposition has been made within ten (10) school days of such meeting, the grievance shall be transmitted to the Board within ten (10) school days by filing a written copy thereof with the secretary of the Board.

The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance. A disposition in writing by the Board shall be made no later than ten (10) school days thereafter. A copy of such disposition shall be furnished to the Association.

General Provisions

Section C—Forms

Grievances must be filed on forms provided by the Association. The grievance shall contain the following information: individual(s) filing the grievance, except when filed on behalf of the Association; when the grievance occurred; where the grievance occurred; a brief description of the grievance; article(s) and section(s) of the Agreement violated; and relief requested. All grievances must be signed by the grievant and/or the Association representative.

Section D—Meetings

Any meetings or hearings held under Levels 1 through 4 of this procedure shall be conducted before or after the working hours of the grievant except if the parties mutually agree to meet during working hours.

Section E—Appropriate Step

If a grievance arises from the action of authority higher than the principal of a school, it may be initiated at the appropriate step of this procedure.

Section F—Arbitrator Award

If any paraprofessional for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost or such other relief as the arbitrator may determine.

Section G—Time Limits

The time limits provided in this article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section H—Personal Complaint

If an individual paraprofessional has a personal complaint that he/she desires to discuss with a supervisor or principal, he/she is free to do so without recourse to the grievance procedure. However, if an individual paraprofessional proceeds as above, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present or shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

ARTICLE 11 ***Continuity of Operations***

Section A—Uninterrupted Operation

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes that threaten to interfere with such operations. Therefore, the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Woodhaven-Brownstown School District as defined by the Public Employment Relations Act.

Section B—Unfair Labor Practice

The Board and the Association also agree that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act 379.

ARTICLE 12

Sick Leave, Business, Jury Duty, Bereavement

Section A—Sick Leave

Paraprofessionals shall be granted six (6) sick leave days during their first year of employment and eleven (11) sick leave days each school year thereafter. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred twenty (120) days. Sick leave is to be used for illness or disability injuries resulting from accidents while not on the job.

After five (5) or more consecutive days of illness or disability, a medical certificate may be required before the employee may return to work.

Absence occasioned by an emergency illness in the immediate family (as identified in Section D) shall be allowed at full pay as in the case of personal illness and will be deducted from normal sick days.

In the event an employee uses up all his/her sick leave days during a school year and then for any reason other than approved leaves then leaves the district prior to the end of the school year, the employee will have deducted one (1) day for each month he/she has left the district prior to the end of the school year.

Bargaining unit members may bid on postings while on sick leave provided they are able to perform the job when they return from using their sick leave days. A bargaining unit member awarded a position while using sick leave days must assume the newly awarded position within thirty (30) calendar days of its posted start date or forfeit the job award. If forfeited, the job is posted according to Article 7 or this agreement.

When a bargaining unit member's hours change by four (4) hours or less per week (added or reduced) necessitating a change in accumulation of sick and personal time, such a change will be calculated and posted two (2) times during the year—the first day of the work year and the last pay period in January. Additional hours earned shall be credited only on the two dates. Should an employee need to access, prior to the posting, accrued additional sick or personal time earned, a written request must be made to the Personnel Office to calculate and post these additional hours. Should an employee's sick or personal time be decreased due to a change in hours, the readjustment of accrued sick time will be calculated and posted at these two times per year.

Section B—Terminal Pay

Terminal pay shall be granted employees who leave the school district after eight (8) years of employment. Such compensation shall be paid at the employee's current hourly rate times the accumulated sick leave hours, limited to a maximum of 260 hours.

Upon retirement from the school district, the limit of accumulated sick hours shall be 390 hours.

Section C—Personal Business

Each paraprofessional shall be credited with three (3) days per school year without loss of pay to take care of matters of business that cannot be taken care of at a time other than school time. Such business days shall be in addition to sick leave and shall not be accumulated. Personal business days that remain at the end of each school year will be added to the individual's sick leave allowance.

It is expressly understood that business leave days are not to be used for personal pleasure. The paraprofessional may be asked by his/her supervisor to explain the reasons for any business leave requested. Business days requested immediately before or after a holiday or school vacation period should be avoided and may be denied. The paraprofessional must notify the principal as far in advance as possible of such business days.

Section D—Bereavement

Due to a death in a paraprofessional's or spouse's immediate family, there shall be granted five (5) days, provided the absences occur on scheduled consecutive work days.

The term "immediate family" as used in the section shall mean spouse, parents, children, grandparents, grandchildren, brothers or sisters and their spouses.

Section E—Jury Duty

A paraprofessional called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the regular pay and the pay received for the performance of such obligation. The paraprofessional shall receive his/her regular salary for days spent in performance of such obligation, then will reimburse the school district in the exact amount of his/her jury duty compensation, if any, minus any mileage allotment. Time spent in performing such obligation shall not be subtracted from any leave day provisions.

Section F—Workers' Compensation

Board Commitment—The Board agrees to pay the difference between workers' compensation and the employee's normal take home pay (gross pay minus federal taxes, state taxes, and F.I.C.A.) not to exceed a period of one (1) year.

Doctor's Statement—Before returning to work after an injury or injury-related operation, an employee shall present to the Central Office a statement from the doctor stating that the employee has satisfactorily recovered and is able to return to work without restrictions.

Reinstatement—When an employee is ready and able to return to work, he/she shall be reinstated to his/her former position according to his/her seniority.

Third Party Decision—In the event of a dispute involving an employee's physical ability to perform his/her job on his/her return to work at the school district and the employee is not satisfied with the determination of the school

Board's medical clinic, he/she may submit a report to the school Board from a medical doctor of his/her own choosing and at his/her own expense.

If a dispute still exists, at the request of the Union, the director of the medical clinic and the employee's doctor shall agree upon a third doctor to submit a report to the school Board and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the school Board and the employee.

ARTICLE 13 ***Leaves of Absence***

Section A—Maternity and Childcare Leaves of Absence

Maternity and/or childcare leaves of absence without pay for a period of up to one (1) year plus any unfinished school year will be granted upon proper application and/or medical certification of pregnancy to any paraprofessional. This leave may be extended for an additional year(s) for childcare upon written application and approval by the Board. It is further provided that:

1. Seniority accrual shall be consistent with the provisions of Article 5, Section B. It is understood that the paraprofessional shall not accrue sick leave days or holiday benefits during the leave.
2. Paraprofessionals may continue COBRA insurance benefits on a self-pay basis if approved by the insurance carrier.
3. Paraprofessionals, upon return, may be required to provide a physician's statement of ability to perform all necessary duties and functions of the job assignment.
4. Paraprofessionals, upon return, will be reinstated to their former position or a position of like nature for which the paraprofessional is qualified to readily perform all duties and functions of the job assignment.
5. Paraprofessionals, upon return, will be placed at the same position on the salary schedule as they were at the beginning of said leave.
6. Paraprofessionals must provide a thirty (30) day notice of intent to return.

Section B—Medical Leave of Absence

An employee who is unable to work and who furnishes satisfactory evidence thereof, after exhaustion of sick leave, may be granted a medical leave of absence without pay covering the period of such illness. Such leave must be requested in writing to the superintendent of schools to be approved by the Board of Education. The request for a medical leave must be accompanied by a doctor's statement documenting such a need. Requests for extensions of said medical leave must be in writing to the superintendent of schools to be approved by the Board of Education and be accompanied by a doctor's statement as to the need.

Seniority accrual shall be consistent with the provisions of Article 5, Section B.

Hospital and group life insurance premiums shall continue to be paid by the Board of Education to cover the extended illness of an employee who has been approved for a medical leave of absence by the Board of Education for a period not to exceed nine (9) months following the total use of accumulated sick leave

days, but the employee who is on an approved medical leave of absence will not accrue sick leave days or holiday benefits.

Return from the stated leave shall be conditioned upon medical proof of fitness and ability to perform all necessary duties and functions of the assignment. The employee must submit documentation to the superintendent of schools or designee prior to being allowed to return to work.

Bargaining unit members may bid on postings while on approved medical/family medical leaves of absence provided they are able to perform the job when they return from such leave. A bargaining unit member awarded a position while on leave must assume the newly awarded position within 30 calendar days of its posted start date or forfeit the job award. If forfeited, the job is posted according to Article 7 of this agreement.

Section C—Personal Leave of Absence

Upon application to the Board with a statement of reason, a personal leave of absence may be granted to employees for a period of up to thirty (30) days. The statement shall not be read orally at a public Board of Education meeting. If necessary, this absence may be extended for an additional thirty (30) days. This leave is restricted to sixty (60) total days.

Seniority accrual shall be consistent with the provisions of Article 5, Section B. Hospital and group life insurance premiums shall continue to be paid by the Board, but the employee will not accrue leave days or holiday benefits.

Section D—Other Leaves of Absence

Other leaves of absence shall be granted upon proper application and approval by the Board to paraprofessionals who have at least two (2) years of service in the district. This leave shall last for up to one (1) year unless the leave is for political office or Association office. If the latter is the case, then the leave shall last for the term of the office. Paraprofessionals returning from such leave will be placed at the position in the wage schedule for which they were eligible at the start of the leave. Written request for reinstatement must be made thirty (30) days prior to the date of return.

ARTICLE 14 ***Negotiation Procedures***

Section A—New Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters. New matters not previously negotiated may be negotiated by mutual consent of both parties to the Agreement.

Section B—Open Dates

Between March 1st and March 30th, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year(s).

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within ten (10) days. There shall be nine (9) signed copies: three (3) copies for the Board, three (3) for the Association, and three (3) for the superintendent.

Section C—Agenda

Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.

ARTICLE 15 ***Miscellaneous Provisions***

Section A—Board Policies

This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section B—Legal Provision

If any provisions of this Agreement between the parties hereto shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Section C—Contract Printing

Copies of this Agreement entitled "Agreement between the Woodhaven-Brownstown School District and the Woodhaven-Brownstown Instructional Paraprofessional Association" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all paraprofessionals now employed and hereafter employed.

ARTICLE 16 ***Wages***

2007-08 School Year—0% increase

2008-09 School Year—0% increase

2009-10 School Year—1% signing bonus, off schedule, to be paid in July

2011-12 School Year—If the per pupil funding is less than the 2010-11 per pupil funding, 0% increase. If there is an increase in the per pupil funding (foundation grant), there will be a wage re-opener to negotiate an increase.

<i>Paraprofessionals</i>				
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2011-12</u>
1 st Year	\$ 11.05	\$ 11.05	\$ 11.05	\$ 11.05
2 nd Year	12.45	12.45	12.45	12.45
3 rd Year	13.08	13.08	13.08	13.08
4 th Year	13.71	13.71	13.71	13.71
5 th Year	14.47	14.47	14.47	14.47

<i>Just 4 Kids Caregiver</i>				
<u>Step</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2011-12</u>
1 st Year	\$ 13.41	\$ 13.41	\$ 13.41	\$ 13.41
2 nd Year	14.47	14.47	14.47	14.47

Paraprofessionals eligible for step increases will have steps applied on the following schedule until they reach the top of the scale:

1. A paraprofessional hired and on duty prior to the first day of the school year for children will move to the next step on the first day of the next school year until they reach the top of the step scale.
2. A paraprofessional hired and on duty after the first day of the school year for children and before January 1st of the next calendar year shall move to the next salary step on the first day of the next school year and in subsequent years until they reach the top of the step scale.
3. A paraprofessional hired and on duty after January 1st of any school year and before the last day of the school year shall move to the next salary step on the first full pay period of the next January and in subsequent years until they reach the top of the step scale.

Effective January 1, 2000, each member of the bargaining unit who has completed fifteen (15) years of service in bargaining unit work will receive \$500 on their anniversary date.

ARTICLE 17

Insurance Benefits

Section A—Medical Insurance

The Board of Education agrees to furnish eligible paraprofessionals and eligible dependents with a Section 125 of the IRS code cafeteria plan as described in Appendix C.

The MESSA Care Choices will be the health care program offered to all employees.

2007-08	MESSA Pak Choices with \$10/\$20 prescription card
2008-09	MESSA Pak Choices with \$10/\$20 prescription card
2009-10	MESSA Pak Choices with \$10/\$20 prescription card
2010-11	MESSA Pak Choices with \$10/\$20 prescription card

2011-12 MESSA Pak Choices with \$10/\$20 prescription card

As of September 1, 2011, employees will contribute 10% of the premium cost of the health, vision, dental, and life to be deducted over 22 pays. As of September 1, 2011, the health, life, vision, and dental insurance shall be MESSA Choices with \$10/\$20 prescription card. The district shall be the policy holder of the insurance.

Premium co-pay deductions will be based on 10% of the actual premium cost of the health, dental, vision, and life that the member elects. Those electing opt out on health insurance shall pay 10% of their life, vision, and dental insurance costs.

No changes in plans, plan specifications, insurance underwriters, or insurance administrators will be made absent mutual agreement between the parties. Pre-existing conditions shall be covered in any transition between health care options during the life of the contract.

The Board and Administration agree not to seek information concerning a paraprofessional's medical records or the specifics of claims history from any provider.

In addition, a paraprofessional may elect not to have health insurance as provided in Appendix C. If such election is made, the paraprofessional shall receive the following:

If 125 or fewer Woodhaven-Brownstown School District employees opt out of the district health coverage, \$200 per month will be provided to those employees who do not elect the insurance.

Increase the monthly waiver for those who opt out of the district paid health coverage to \$250 per month if at least 126 Woodhaven-Brownstown School District employees choose this option.

Increase the monthly waiver for those who opt out of the district paid health coverage to \$300 per month if at least 150 Woodhaven-Brownstown School District employees choose this option.

The paraprofessional will make his/her desires known by filling out the appropriate forms during the open enrollment period in any school year or within thirty (30) days after the employment of a new paraprofessional.

Employees hired after June 30, 1986, working less than six (6) hours per day or under thirty (30) hours per week, are not covered by this insurance. Employees hired prior to July 1, 1986, working less than four (4) hours per day or under twenty (20) hours per week, are not covered by this insurance.

In the event that a paraprofessional is covered under another policy, the paraprofessional would not receive benefits from the school district health insurance coverage (medical payments are not duplicated if spouse has similar coverage). The paraprofessional may, however, waive the basic medical coverage and choose up to \$200 per month in optional insurance provisions and/or tax sheltered annuity that will be paid by the district. Provisions in excess of the limitations can be selected and the excess amount will be paid by the paraprofessional and covered under a payroll deduction.

Upon qualifications for medical insurance or option package, employees hired prior to July 1, 1986, will continue to receive said benefits if their hours are reduced in the future. Paraprofessionals hired prior to July 1, 1986, working more than four (4) hours per day or over twenty (20) hours per week, will not

be eligible for medical insurance if the paraprofessional applies for and is granted a position scheduled to work less than four (4) hours per day or under twenty (20) hours per week. Medical insurance or options shall resume upon assignment to a position of six (6) or more hours.

Section B—Dental Insurance

The Board agrees to provide to eligible paraprofessionals and their eligible dependents a dental plan as specified in Appendix C. In addition, employees may elect a coordinated benefit dental plan and receive a rebate or options allocation as provided in Appendix C.

Employees hired after August 29, 1994, working less than six (6) hours per day or thirty (30) hours per week are not covered by this insurance.

Section C—Life Insurance

The Board will provide \$15,000 group term life insurance.

Section D—Vision Insurance

The Board shall provide a vision care plan for eligible paraprofessionals and their eligible dependents as described in Appendix C.

Employees hired after August 29, 1994, working less than six (6) hours per day or thirty (30) hours per week are not covered by this insurance.

Section E—Mileage

Paraprofessionals required in the course of their work to drive personal automobiles from one school building to another, for field trips, or for other business of the district shall receive a car allowance equal to the IRS standard mileage rate for deductible business travel.

Section F—Fingerprinting

For paraprofessionals hired before January 1, 2006, who are required by law to be fingerprinted under the School Safety Legislation of 2005, the district shall assume the cost of such fingerprinting provided the member meets the deadlines as set by the school district.

ARTICLE 18 ***Holidays and Vacation***

Section A—Holidays

The Board will provide fifteen (15) paid holidays for paraprofessionals. A paraprofessional qualifies for paid holidays once they work more than four (4) hours per day. Upon qualification for paid holidays, the paraprofessional will receive holiday hours prorated to the hours currently worked. If the employee quits one of the positions or the district eliminates a program thereby eliminating one of the positions, the employee shall revert to holiday benefits appropriate to the retained part-time job.

Friday before Labor Day	Christmas Day	Good Friday
Labor Day	New Year's Eve	Easter Monday
Thanksgiving	New Year's Day	Memorial Day
Friday following Thanksgiving	Presidents'/Martin Luther King Weekend	Birthday
Christmas Eve	Presidents'/Martin Luther King Day*	

*In the event on such day schools are in session, this holiday shall be provided during another break period in the school calendar.

Section B—Vacation

The Board will provide paid vacation days for paraprofessionals. A paraprofessional qualifies for five (5) paid vacation days once they work more than four (4) hours per day, and one (1) full year of service. Upon qualification for paid vacation days, the paraprofessional will receive vacation hours prorated to the hours currently worked. If the employee quits one of the positions or the district eliminates a program thereby eliminating one of the positions, the employee shall revert to vacation benefits appropriate to the retained part-time job.

Only paraprofessionals hired before July 1, 2006, are eligible for paid vacation days.

ARTICLE 19

Duration of Agreement

All practices will be filed in accordance with the language of this Agreement effective **August 1, 2007**, and all past practices inconsistent with this Agreement will be null and void at the time of ratification of said Agreement.

The duration of this Agreement will be considered in force from **August 1, 2007 through July 31, 2012**.

IN WITNESS WHEREOF, the parties hereto agree that all terms, benefits, and conditions of this Agreement are to become effective **August 1, 2007**, unless otherwise noted, and have duly executed this Agreement on the **29th day of June, 2011**.

**Woodhaven-Brownstown
Board of Education**

Sham M. Maxwell
President

Anthony Adams
Secretary

**Woodhaven Instructional
Paraprofessional Association**

Colleen Bury
President

Laura Hall

Jean Luther

Janet Schmitter

Memorandum of Understanding
Just 4 Kids Caregiver

The parties agree that the provisions of the master agreement will apply to the Just 4 Kids caregiver position(s) except as modified or otherwise set forth below:

1. Article 5 (B) will apply; however, no individual will be eligible to bump into the above referenced position without possessing all qualifications required by the Board of Education at the time any rights to bump are being exercised.
2. Article 5 (D) will apply; however, no individual laid off from another classification will be eligible for recall to the Just 4 Kids caregiver classification without possession of all qualifications required by the Board of Education at the time any rights to recall are being exercised.
3. Article 5 (E) will apply; however, the Board of Education will not be required to utilize a laid off paraprofessional from another classification as a substitute Just 4 Kids caregiver where the laid off paraprofessional has requested priority status on the substitute list and does not possess the necessary qualifications.
4. The second sentence in Article 6 (B) will not apply. It is further agreed that the last sentence in Article 6 (B) will not apply to the Just 4 Kids caregiver position(s) established prior to the conclusion of the 1987-88 school year provided the incumbent(s) remain in the position.
5. Article 6 (C) will apply; however, a Just 4 Kids caregiver must work four (4) or more hours to be eligible for a non-paid lunch period.
6. Article 7 (D) will apply; however, the references to three (3) hours will be changed to four (4) hours.
7. Article 7 (B) will apply; however, it is understood that an individual requesting consideration for a posted Just 4 Kids caregiver position must possess all the qualifications required by the Board of Education at the time the request for consideration is received.

This memorandum of understanding will apply to the incumbent Just 4 Kids caregiver, their replacements, or any person hired to fill additional Just 4 Kids caregiver position.

MEMORANDUM OF UNDERSTANDING
Just 4 Kids Summer Program

In order to facilitate the implementation and operation of a summer Just 4 Kids program, the Board of Education of the Woodhaven-Brownstown School District (hereinafter referred to as the "Board"), and the Woodhaven-Brownstown Instructional Paraprofessional Association (hereinafter referred to as the "Union"), do hereby agree to the following:

1. Provisions of Article 6, Sections C and D, of the contract between the parties shall apply for this summer program, except that lunch and break times shall be scheduled in such a manner that is least disruptive to the program.
2. Paraprofessionals hired for this program who have not had previous employment in the bargaining unit and who do not appear on the current seniority list, shall be considered temporary, seasonal employees only. As provided under Article 5,

- Section B, they shall not have the right to accrue bargaining unit seniority nor shall the Board be under any obligation to continue their employment beyond the expiration of the summer program. Further, although the Board may consider them for future employment opportunities in the bargaining unit, they shall not accrue rights to preferential hiring as a result of working in the summer program.
3. Positions for this summer work shall be filled in accordance with Article 7.
 4. A maximum of two (2) previously accrued sick leave days may be used during each session. Additional days may be granted upon approval of the assistant superintendent. However, no personal leave days will be granted at any time during the entire summer program.
 5. Compensation shall be provided under Article 16. The current wage scale and increments shall prevail for the duration of the summer program.
 6. The Union agrees to waive fringe coverage as outlined in Article 17, except as previously held by a bargaining unit member prior to June 12, 2002.
 7. The Union agrees to waive Article 18—Holidays and Vacations. Therefore, no bargaining unit member shall accrue eligibility for holidays and/or vacations due to employment of four (4) hours or more in the summer program. In addition, no vacation days may be taken during this period. However, July 4th shall be a paid holiday for those bargaining unit members already eligible for holiday pay who work both summer sessions.
 8. During the summer program, part-time employees, will receive holiday pay for July 4th only. These part-time employees shall not be entitled to claim future use of the language in Article 18 that reads as follows: "Upon qualification for paid holidays, they will continue to receive them if their hours are reduced in the future." This section of this memorandum of understanding shall in no way set a precedence for other part-time bargaining unit members nor shall it be construed as an automatic renewal of holiday benefits for part-time employees during summer work.
 9. Implementation of the master agreement shall only be modified as outlined above. This memorandum of understanding shall remain in effect until the expiration of the current master agreement and shall set no precedent. Any extension of this memorandum of understanding for successor agreements shall be only by mutual agreement of the parties.

MEMORANDUM OF AGREEMENT

Vacancies and Transfers

For the 2011-12 school year the following shall supersede any contradictory language in Article 7. This language shall expire on July 31, 2012 and the language from the 2004-07 language shall be completely in effect. No more than sixty (60) days and no fewer than thirty (30) days prior to the last day of school either party may request to extend this language. Extension shall only apply if there is written, mutual agreement.

1. Employees hired after July 1, 2011 shall not move from the position into which there were hired until the August, 2012 bid/bump meeting.
2. A paraprofessional in an SECP position as of September 1, 2011 shall remain in that position until the August, 2012 bid/bump meeting unless a position becomes vacant or is created that would enable the employee to have medical benefits.
3. Any employee restricted from moving positions during the 2011-12 school year shall be allowed to exercise seniority at the August, 2012 bid/bump meeting.

**Memorandum of Agreement
between the
Woodhaven-Brownstown School District
and the
Woodhaven Instructional Paraprofessional Association**

This agreement signifies a one-time, non-precedent setting agreement between the parties. The parties agree to the following:

1. The following language shall be added to the collective bargaining agreement:
This entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4.
2. The union's agreeing to this does not signify its acceptance of PA 4's constitutionality and will not impede the union from initiating or being a party to actions against PA 4.
3. The employer shall not add any other language to the collective bargaining agreement.

This agreement is entered into on this twenty-ninth day of June, 2011.

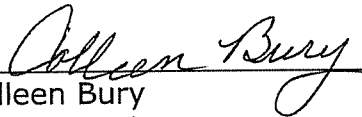
For the Employer:



Jeffery D. Adams
Human Resources Director

9-21-11
Date

For the Union:



Colleen Bury
WIPA President

9-21-2011
Date

APPENDIX A
2011-12 School Calendar

August 26	Paraprofessionals first day
August 30	Teachers first day
September 2-5	Labor Day recess
September 6	Students first day
October 13	Grades 10-12 conference day
November 2	Grades 6-9 conference day
November 23	½ day (comp for Tri 1 conferences)
November 24, 25	Thanksgiving recess
November 28	Classes resume
December 15	Grades K-5 conference day
December 26-January 6	Winter recess
January 9	Classes resume
February 2	Grades 6-12 conference day
February 20	Presidents'/Martin Luther King/mid-winter break
February 23	Classes resume
March 22	K-5 conference day
April 6-13	Spring recess
April 16	Classes resume
May 25	½ day (comp for Tri 2 conferences)
May 28	Memorial Day recess
June 13	Students/Teachers last day
June 14	Paraprofessionals last day

APPENDIX B
Woodhaven-Brownstown Instructional Paraprofessional Association
Evaluation Form

Name _____ Program _____

Observation Date _____ Conference Date _____

Building _____

Place a check mark on the blank of the rating that best fits the employee.
Rank the topics below on a scale of 1-5, with 1 as excellent, 2 as good, 3 as fair, 4 as needs improvement, 5 as unsatisfactory.

- | | | | | | |
|------------------------------------|------|------|------|------|------|
| A. Knowledge of work | 1___ | 2___ | 3___ | 4___ | 5___ |
| B. Quality of work | 1___ | 2___ | 3___ | 4___ | 5___ |
| C. Initiative | 1___ | 2___ | 3___ | 4___ | 5___ |
| D. Accepts responsibility | 1___ | 2___ | 3___ | 4___ | 5___ |
| E. Dependability | 1___ | 2___ | 3___ | 4___ | 5___ |
| F. Common sense and discretion | 1___ | 2___ | 3___ | 4___ | 5___ |
| G. Attitude | 1___ | 2___ | 3___ | 4___ | 5___ |
| H. Attendance | 1___ | 2___ | 3___ | 4___ | 5___ |
| I. Punctuality | 1___ | 2___ | 3___ | 4___ | 5___ |
| J. Personal appearance | 1___ | 2___ | 3___ | 4___ | 5___ |
| K. Public relations | 1___ | 2___ | 3___ | 4___ | 5___ |
| L. Cooperation with staff | 1___ | 2___ | 3___ | 4___ | 5___ |
| M. Cooperation with management | 1___ | 2___ | 3___ | 4___ | 5___ |
| N. Accepts direction of management | 1___ | 2___ | 3___ | 4___ | 5___ |

Observations/Recommendations

General evaluation of performance in present position:

- Very effective
- Effective
- Requires improvement
- Unsatisfactory

Possibility for continued employment:

- Excellent
- Good
- Fair
- Questionable
- Poor
- Not applicable

Recommend:

- Continue employment
- Terminate employment

Comments:

We have discussed this report:

Evaluator's signature

Date

Paraprofessional's signature

Date

Copies to: Paraprofessional
Evaluator
Personnel Director

APPENDIX C
Paraprofessionals' Section 125 Cafeteria Plan

Medical	Dental	Vision	Term Life	Disability Income	Medical Expense Reimbursement	Dependent Care Assistance
MESSA CHOICES Full Family \$10/ \$20 Rx	DELTA DENTAL Full Family Class I: 100% Class II: 90% Class III: 90% Annual maximum: \$1,000 Orthodontics: 90% \$900 lifetime max No adult orthodontics	VSP 3 Full Family	Base Benefit Levels—\$15,000 Supplemental Life—\$10,000 to 5 times your current salary (see schedule) Dependent Life—Spouse—\$5,000 to 50% of the voluntary coverage applied to yourself Child—\$2,000 to \$10,000 (see schedule)	11 days/year Accrue to 120 days Short-term disability 14 calendar day STD waiting period (see schedule) Long-term disability 6 month waiting period (see schedule)	Pre-tax dollars used for: Deductibles Co-pays Non-covered	Pre-tax dollars used for: Child Care Adult Care \$2,500-\$5,000 maximum

As of September 1, 2011, employees will contribute 10% of the premium cost of the health, vision, dental, and life insurance. Opt out amount is \$200 monthly/\$2,400 annually; as of September 1, 2011, employees will contribute 10% of the premium cost of vision, dental, and life insurance.

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Designed & published by
Cindy Ciesla, Executive Assistant
Woodhaven-Brownstown School District
November, 2011

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disability Act of 1990, and the Elliott-Larsen Civil Rights Act of 1977, it is the policy of the Woodhaven-Brownstown School District that no person shall on the basis of race, color, religion, national origin or ancestry, gender, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program, activity, service or in employment. For information, contact the: Office of the Superintendent, 24821 Hall Road, Woodhaven, MI 48183, 734-789-2357.